

FILED

DEC 2 2 2008

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSIQEGULATORY COMMISSION

PETITION OF NORTHERN INDIANA)
PUBLIC SERVICE COMPANY FOR)
APPROVAL OF A NEW SCHEDULE OF)
RATES AND CHARGES FOR ELECTRIC)
UTILITY SERVICE, FOR APPROVAL OF	
REVISED DEPRECIATION RATES, FOR)
APPROVAL OF TRACKING MECHANISMS	
PURSUANT TO IND. CODE § 8-1-2-42(a),) CAUSE NO. 43526
FOR APPROVAL OF REVISED RULES AND)
REGULATIONS APPLICABLE TO)
ELECTRIC UTILITY SERVICE, AND FOR)
DECLINATION OF JURISDICTION AND)
APPROVAL OF AN ALTERNATIVE)
REGULATORY PLAN PURSUANT TO IND.)
CODE § 8-1-2.5-1 <i>ET SEQ</i> .)

SUBMISSION OF REDLINED REVISIONS TO PROPOSED ELECTRIC SERVICE TARIFF, PETITIONER'S EXHIBIT CAW-2

On December 19, 2008, Petitioner Northern Indiana Public Service Company ("NIPSCO") filed Revised and Supplemental Direct Testimony of a portion of its Case-In-Chief to address the incorporation of Sugar Creek generating facility into the evidence in this case and to address the correction of an error inadvertently incorporated in NIPSCO's Case-In-Chief. Tab 10 of such filing contained Supplemental Direct Testimony of Curt A. Westerhausen and a revised version of NIPSCO's Proposed Electric Service Tariff, Petitioner's Exhibit CAW-2. The proposed Tariff was originally filed on August 29, 2008 as a part of Petitioner's Case-In-Chief and was previously corrected in NIPSCO's First Set of Corrections filed on September 29, 2008. For the convenience of the Commission and the parties, Petitioner hereby submits a redlined copy of the pages of the proposed Tariff that were revised in the December 19, 2008 filing. The

redlined version shows changes from the original version filed on August 29, 2008 as revised by the corrections filed on September 29, 2008.

Respectfully submitted,

Daniel W. McGill (No. 9849-49)

Nicholas K. Kile (No. 15203-53)

P. Jason Stephenson(No. 21839-49)

Claudia J. Earls (No. 8468-49)

BARNES & THORNBURG LLP

11 S. Meridian Street

Indianapolis, IN 46204

Phone: 317.236.1313

Fax: 317.231.7433

Email: dan.mcgill@btlaw.com

nicholas.kile@btlaw.com jason.stephenson@btlaw.com

claudia.earls@btlaw.com

Christopher C. Earle (No. 10809-49)
NORTHERN INDIANA PUBLIC SERVICE COMPANY

101 W. Ohio Street, Suite 1707

Indianapolis, IN 46204 Phone: 317.518.7700

Fax: 317.684.3740

Email: cearle@nisource.com

Attorneys for Petitioner Northern Indiana Public

Service Company

Certificate of Service

I hereby certify that a copy of the foregoing was served this 22nd day of December, 2008

by hand delivery, United States Mail and/or email transmission to the following:

Randall C. Helmen Indiana Office of Utility Consumer Counselor National City Center 115 West Washington St., Ste. 1500-S Indianapolis, IN 46204 rhelmen@oucc.in.gov Robert W. Wright
Dean-Webster & Wright, LLP
50 South Meridian Street, Ste. 500
Indianapolis, IN 46204
rwright@dwwlegal.com

John F. Wickes, Jr.
Bette J. Dodd
Lewis & Kappes, P.C.
One American Square, Ste. 2500
Indianapolis, IN 46282-0003
bdodd@lewis-kappes.com
jwickes@lewis-kappes.com

Shaw R. Friedman
Friedman& Associates, P.C.
705 Lincolnway
LaPorte, IN 46350
sfriedman.associates@verizon.net

Anne E. Becker Stewart & Irwin PC 251 East Ohio Street, Suite 1100 Indianapolis, Indiana 46204-2147 abecker@silegal.com Jerry Polk, Esq. 101 West Ohio Street, Ste 2000 Indianapolis, IN 46204 jpolk@polk-law.com

David H. Nicholls, Esq. 117 1/2 West Joliet Street Crown Point, IN 46307 dhnichols@ameritech.net

Donald P. Levinson
Shana D. Levinson
122 West 79th Avenue
Merrillville, IN 46410
donlevinson@airbaud.net
shanalevinson@airbaud.net

Richard Aikman Stewart & Irwin PC 251 East Ohio Street, Suite 1100 Indianapolis, Indiana 46204-2147 raikman@silegal.com James W. Brew Brickfield Burchette Ritts & Stone, PC 1025 Thomas Jefferson Street, NW Eighth Floor, West Tower Washington, D.C. 20007-5201 jbrew@bbrslaw.com

Daniel W. McGill

INDS01 CEARLS 1090764v1'

REVISED

Original No. 36

GENERAL RULES AND REGULATIONS Applicable to Electric Service

14.	MISCELLANEOUS	AND NON-REOCCURRING CHARGES (continued)

14.2 Non-Sufficient Funds

A charge of \$20.00 to reimburse the Company for its cost incident to Non-Sufficient Funds will be assessed.

Issued Date

<u>Date</u>

Effective Date

<u>Date</u>



REVISED

Original No. 37

RATE 511 RATE FOR ELECTRIC SERVICE RESIDENTIAL

TO WHOM AVAILABLE

Available for service to Residential and farm Customers located on the Company's Distribution Lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts three-wire, as designated by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate shall be measured as to Energy consumption by a Watt-Hour meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge and applicable Riders. The Customer Charge and Energy Charge are as follows:

Customer Charge

\$10.40 per month

Deleted: 10.25

Energy Charge

\$0,08134 per kilowatt hour for all kilowatt hours used per month

Deleted: 07401

MINIMUM CHARGE

The Customer's Minimum Charge under this Rate shall be the Customer Charge.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

Issued Date



REVISED

Original No. 38

RATE 521 RATE FOR ELECTRIC SERVICE GENERAL SERVICE SMALL

TO WHOM AVAILABLE

Available to non-residential General Service Customers for electric service who are located on the Company's Distribution Lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules. Customers served by Transmission Lines shall not take service under this Rate Schedule.

Customers electing this Rate Schedule shall have a rolling twelve month average Energy consumption less than 5,000 kWh per month. If no historical information is available, the usage shall be estimated by the Company.

If the Company determines that the Customer is no longer eligible for the rate the Company will notify the Customer before moving them to a different Rate Schedule.

CHARACTER OF SERVICE

The Company will supply service from its electric supply lines at only such frequency, phase, regulation, and one standard secondary voltage or the available primary voltage as it has in the location where service is required. (See Company Rule 3 for the Company's standard voltages.)

If the Customer has 60 hertz electric generating equipment, other than minor standby equipment for emergency use, the Customer may parallel its 60 hertz system with the Company's 60 hertz supply. The Customer shall so regulate its use of electric Energy as not to cause excessive pulsations or fluctuations in the current or voltage in the Company's system or be subject to termination of service.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate shall be measured as to an Energy consumption by a Watt-Hour meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge and applicable Riders. The Customer Charge, and Energy Charge are as follows:

Customer Charge

\$12.40 per month

Energy Charge

\$0,09284 per kilowatt hour for all kilowatt hours used per month

Deleted: 09283

Issued Date Date



REVISED

Original No. 41

Customer	Charge

\$32.55 per month

Deleted: 33.00

Demand Charge

\$20.00 per kilowatt of Billing Demand per month

Deleted: 21.14

Customers that have recently migrated to Rate 523 and do not yet have a meter capable of measuring Demand shall not pay a Demand Charge.

Energy Charge

\$0,00496 per kilowatt hour for all kilowatt hours used per month

Deleted: 00535

Customers that have recently migrated to Rate 523 and do not yet have a meter capable of measuring Demand shall pay the following Energy Charge:

\$0,08985 per kilowatt hour for all kilowatt hours used per month

Deleted: 08551

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month shall be the Maximum Demand for the month.

DETERMINATION OF MAXIMUM DEMAND

Customer's Maximum Demand in any month shall be determined as defined in Company Rule 1.

ADJUSTMENTS

1. Adjustment for Metering at Different Voltage Level than the Voltage at Which Service Is Taken:

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is greater than the voltage level at which service is taken, the kilowatt hours metered will be reduced by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be reduced by 1.2% before the Billing Demand is determined. If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is less than the voltage level at which service is taken, the kilowatt hours metered will be increased by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be increased by 1.2% before the Billing Demand is determined.

Issued Date Date Effective Date



REVISED

Original No. 42

For Watt-hour Metered Customers not yet having a Demand Meter installed

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is greater than the voltage level at which service is taken, the kilowatt hours metered will be reduced by 1.2% before computing the Energy Charge. If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is less than the voltage level at which service is taken, the kilowatt hours metered will be increased by 1.2% before computing the Energy Charge.

2. <u>Deduction for Primary Service:</u>

If service is taken by the Customer at a primary voltage (as defined in Company Rule 3) and if the Customer supplies and maintains all transformation equipment (primary voltage to utilization voltage), the monthly Demand Charge will be reduced by \$2.51 per kilowatt of the monthly Billing Demand.

Deleted: 2.89

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the Customer Charge.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

Issued Date Date Effective Date



REVISED

Original No. 44

Dem	and	Cha	rge

\$24.32 per kilowatt per month

Energy Charge

\$000419 per kilowatt hour for all kilowatt hours used per month

Deleted: .00401

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current Month shall be the greatest of the following Demands:

- Maximum Demand in On-Peak Hours for the past twelve (12) months up to and including the current Month.
- 50% of the Maximum Demand in Off-Peak Hours for the past twenty four (24) months up to and including the current month.

DETERMINATION OF MAXIMUM DEMAND

Customer's Maximum Demand in any month shall be determined as defined in Company Rule 1.

ADJUSTMENTS

1. Adjustment for Metering at Different Voltage Level than the Voltage at Which Service Is Taken:

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is greater than the voltage level at which service is taken, the kilowatt hours metered will be reduced by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be reduced by 1.2% before the Billing Demand is determined. If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is less than the voltage level at which service is taken, the kilowatt hours metered will be increased by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be increased by 1.2% before the Billing Demand is determined.

2. Deduction for Primary Service:

If service is taken by the Customer at a primary voltage (as defined in Company Rule 3) and if the Customer supplies and maintains all transformation equipment (primary voltage to utilization voltage), the monthly Demand Charge will be reduced by \$3.01 per kilowatt of the monthly Billing Demand.

Deleted: 2.90

Issued Date Date



REVISED

Original No. 45

3. <u>Deduction for Transmission Service:</u>

If service is taken by the Customer at a transmission voltage as defined in Company Rule 3, and if the Customer supplies and maintains all transformation equipment (transmission voltage to utilization voltage), the monthly Demand Charge will be reduced by \$8.98 per kilowatt of monthly Billing Demand.

Deleted: 8.73

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Customer Charge and the Demand Charge.

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Customer requesting service under this rate shall enter into a written contract for an initial period of not less than three years.

In such contract it shall be proper to include such provisions, if any, as may be agreed upon between the Company and the Customer with respect to special terms and conditions under which service is to be furnished hereunder, including but not limited to, amount of Contract Demand, voltage to be supplied, and facilities to be provided by each party in accordance with the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

Issued Date Date



REVISED

Original No. 47

Summer classified as April 1st through September 30th

Non-Production Hours are those commencing at 11:00 a.m. Central Standard Time (C.S.T.) and ending at 7:00 p.m., Central Standard Time (C.S.T.), for the days Monday through Wednesday or Wednesday through Friday as designated by the Company excluding Holidays. All other hours are the Production Hours.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this rate shall be measured as to Maximum Demand, Energy consumption and Reactive Kilovolt-Amperes by an IDR Meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge, a Demand Charge and applicable Riders. The Customer Charge, Energy Charge, and Demand Charge are as follows:

Customer Charge

\$3,450.00 per month

Deleted: 3,525

Demand Charge

\$17.63 per kilowatt

Deleted: 18.19

Energy Charge

\$0,00489 per kilowatt hour for all kilowatt hours used per month

Deleted: 00351

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current Month shall be the greatest of the following Demands:

- Maximum Demand in Production Hours for the current Month if a Non-Production Hour Infraction has occurred in the Month.
- 50% of the Maximum Demand in Non-Production Hours for the past twenty four (24) months up to and including the current Month.
- The highest Billing Demand in the past twenty four (24) months up to and including the current month.

DETERMINATION OF MAXIMUM DEMAND

Customer's Maximum Demand in any month shall be determined as defined in Company Rule 1.

Issued Date

Effective Date

Date

Date



ADJUSTMENTS

Adjustment for Metering at Different Voltage Level than the Voltage at Which Service Is Taken;

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is greater than the voltage level at which service is taken, the kilowatt hours metered will be reduced by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be reduced by 1.2% before the Billing Demand is determined. If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is less than the voltage level at which service is taken, the kilowatt hours metered will be increased by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be increased by 1.2% before the Billing Demand is determined.

2. Deduction for Transmission Service:

If service is taken by the Customer at a transmission voltage as defined in as defined in Company Rule 3, and if the Customer supplies and maintains all transformation equipment (transmission voltage to utilization voltage), the monthly Demand Charge will be reduced by \$8.28 per kilowatt of monthly Billing Demand.

Deleted: 8.80

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Customer Charge and the Demand Charge.

CUSTOMER LOAD INFORMATION

If requested by the Company, the Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of August each year a statement of its estimates of the Customer's future load on the Company by months for a subsequent Period of thirty (30) months.

The Customer shall make a reasonable effort to provide the Company in writing with a reasonably accurate hourly load forecast on a daily basis.

The Customer shall include with each such annual statement, and more often if changes occur, the plans of the Customer to increase or decrease its electrical generating or conversion equipment, or any major change by the Customer which will affect the Customer's load or load factor on the Company. The Customer shall also advise the Company when it plans to order such equipment, the estimated date construction shall begin, and the estimated date the equipment will be in service.

The Customer shall advise the Company in writing of any change in the operation of its generating and conversion equipment which will affect the Customer's load on the Company as such changes occur.

Issued Date Date



REVISED

Original No. 51

Cus	tomer	Char	ze

\$560.00 per month

Demand Charge

\$21.44 per kilowatt of Billing Demand per month

Deleted: 20.00

Energy Charge

\$0,00460 per kilowatt hour for all kilowatt hours used per month

Deleted: 00448

DETERMINATION OF BILLING DEMAND

For Customers with IDR Meters, the Billing Demand for the month shall be the greatest of the following Demands:

- 90% of the Maximum Summer Peak Hour Demand for the past twenty-four (24) months up to and including the current month.
- 80% of the Maximum Non-Summer Peak Hour Demand for the past twenty-four (24) months up to and including the current month.

For Customers with DI Meters, the Billing Demand for the month shall be the 85% of the Maximum Demand for the current month until such time as the Company installs an IDR meter.

DETERMINATION OF MAXIMUM DEMAND

Customer's Maximum Demand in any month shall be determined as defined in Company Rule 1.

ADJUSTMENTS

1. Adjustment for Metering at Different Voltage Level than the Voltage at Which Service Is Taken:

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is greater than the voltage level at which service is taken, the kilowatt hours metered will be reduced by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be reduced by 1.2% before the Billing Demand is determined. If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is less than the voltage level at which service is taken, the kilowatt hours metered will be increased by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be increased by 1.2% before the Billing Demand is determined.

Issued Date Date



REVISED

Original No. 52

2.	for Primary	

If service is taken by the Customer at a primary voltage (as defined in as defined in Company Rule 3) and if the Customer supplies and maintains all transformation equipment (primary voltage to utilization voltage), the monthly Demand Charge will be reduced by \$2.04 per kilowatt of the monthly Billing Demand.

Last.		
		: 4

3. <u>Deduction for Transmission Service:</u>

If service is taken by the Customer at a transmission voltage as defined in as defined in Company Rule 3, and if the Customer supplies and maintains all transformation equipment (transmission voltage to utilization voltage), the monthly Demand Charge will be reduced by \$6.04 per kilowatt of monthly Billing Demand.

	_	
Deleter	ı:	6.10

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Customer Charge and the Demand Charge.

CUSTOMER LOAD INFORMATION

If requested by the Company, the Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of August each year a statement of its estimates of the Customer's future load on the Company by months for a subsequent period of thirty (30) months.

The Customer shall include with each such annual statement, and more often if changes occur, the plans of the Customer to increase or decrease its electrical generating or conversion equipment, or any major change by the Customer which will affect the Customer's load or load factor on the Company. The Customer shall also advise the Company when it plans to order such equipment, the estimated date construction shall begin, and the estimated date the equipment will be in service.

The Customer shall advise the Company in writing, of any change in the operation of its generating and conversion equipment which will affect the Customer's load on the Company as such changes occur.

The Customer's dispatcher shall cooperate with the Company's dispatcher by furnishing, from time to time, such load information and operating schedules which will enable the Company to plan its generating operations.

Failure to comply with requested information on an ongoing basis may result in Customer being moved to another Rate Schedule.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

Issued Date Date Effective Date



REVISED

Original No. 54

\$10,000.00 per month	Deleted: 200
Demand Charge	
\$17.46 per kilowatt per month	Deleted: 16.54
Energy Charge	
\$0,00425 per kilowatt hour for all kilowatt hours used per month	Deleted: .00362

DETERMINATION OF BILLING DEMAND

Customer Charge

The Billing Demand for the month shall be the greatest of the following Demands:

- 90% of the Maximum Summer Peak Hour Demand for the past twenty-four (24) months up to and including the current month.
- 80% of the Maximum Non Summer Peak Hour Demand for the past twenty-four (24) months up to and including the current month.
- 3. 80% of the Contract Demand.

DETERMINATION OF MAXIMUM DEMAND

Customer's Maximum Demand in any month shall be determined as defined in Company Rule 1.

ADJUSTMENTS

1. Adjustment for Metering at Different Voltage Level than the Voltage at Which Service Is Taken:

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is greater than the voltage level at which service is taken, the kilowatt hours metered will be reduced by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be reduced by 1.2% before the Billing Demand is determined. If, at the Company's option and in its sole discretion, the metering is installed at a voltage level that is less than the voltage level at which service is taken, the kilowatt hours metered will be increased by 1.2% before computing the Energy Charge, and the Maximum Demand in each period will be increased by 1.2% before the Billing Demand is determined.

Issued Date Date



REVISED

Original No. 55

2. <u>Deduction for Transmission Service:</u>

If service is taken by the Customer at a transmission voltage as defined in Company Rule 3, and if the Customer supplies and maintains all transformation equipment (transmission voltage to utilization voltage), the monthly Demand Charge will be reduced by \$3.79 per kilowatt of monthly Billing Demand.

Da	lete	3.94	

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Customer Charge and the Demand Charge.

CUSTOMER LOAD INFORMATION

If requested by the Company, the Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of August each year a statement of its estimates of the Customer's future load on the Company by months for a subsequent Period of thirty (30) months.

The Customer shall make a reasonable effort to provide the Company in writing with a reasonably accurate hourly load forecast on a daily basis.

The Customer shall include with each such annual statement, and more often if changes occur, the plans of the Customer to increase or decrease its electrical generating or conversion equipment, or any major change by the Customer which will affect the Customer's load or load factor on the Company. The Customer shall also advise the Company when it plans to order such equipment, the estimated date construction shall begin, and the estimated date the equipment will be in service.

The Customer shall advise the Company in writing of any change in the operation of its generating and conversion equipment which will affect the Customer's load on the Company as such changes occur.

The Customer's dispatcher shall cooperate with the Company's dispatcher by furnishing, from time to time, such load information and operating schedules which will enable the Company to plan its generating operations.

Failure to comply with requested information on an ongoing basis may result in Customer being moved to another Rate Schedule.

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Customer requesting service under this rate shall enter into a written contract for an initial period of not less than three years.

Issued Date



REVISED

Original No. 58

CURTAILMENTS OR INTERRUPTIONS

Curtailments and Interruptions shall be limited to the following:

- 1. No more than one (1) per day;
- 2. No more than sixteen (16) hours per day;
- 3. No more than three (3) consecutive days;
- 4. No more than three (3) days in any rolling seven day week; and
- 5. No more than 400 hours per rolling 365 days.

Whenever a Curtailment or Interruption is requested, it shall be requested ratably among Customers taking service under this rate according to each Customer's Interruptible Contract Demand divided by total Interruptible Contract Demand in aggregate on this rate.

The Company shall provide ten (10) minutes of advance notice before Curtailing or Interrupting service.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this rate shall be measured as to Maximum Demand, Energy consumption and Reactive Kilovolt-Amperes by an IDR Meter to be installed by the Company

RATE

Rates charged for service rendered under this Rate Schedule are based upon the measurement of electric Energy at the voltage supplied to the Customer.

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, a Demand Charge, an Energy Charge and applicable Riders. The Customer Charge, Demand Charge and Energy Charge are as follows:

Customer Charge

\$2,200.00 per month

Demand Charge

\$8.65 per kilowatt per month.

Deleted: 7.89

Energy Charge

\$0,00407 per kilowatt hour for all kilowatt hours used per month

Deleted: 00392

Issued Date Date



REVISED

Original No. 62

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The metered electric service to be supplied under this rate shall be measured with an Energy consumption by a Watt-Hour meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge, a Demand Charge and applicable Riders. The Customer Charge and Energy Charge are as follows:

1. Metered Service

Customer Charge

\$35.00 per month

Energy Charge

\$0,09078 per kilowatt hour for all metered electric Energy used per month.

Deleted: 08543

2. <u>Un-metered Service</u>

Customer Charge

There shall be a single Customer Charge of \$45.00 per monthly bill, regardless of the total number of pumps in the Customer's system. The Customer may elect to have the Company aggregate all the pump locations in one integrated system for billing purposes, and the monthly Customer Charge of \$45.00 will be applied once to that bill.

Pump Charge

Residential un-metered service under this Rate Schedule shall be \$3.90 per month per point of connection with the residential facilities of the Company. If more than one pump is installed at any one point of connection, the rate for that connection shall be \$3.90 per month for each pump installed at that location. This rate is not available for installations of more than four pumps at any one point of connection.

Deleted: 2.48

Deleted: 2.48

Commercial un-metered service under this Rate Schedule shall be \$4.54 per month per point of connection with the commercial facilities of the Company. If more than one pump is installed at any one point of connection, the rate for that connection shall be \$4.54 per month for each pump installed at that location. This rate is not available for installations of more than four pumps at any one point of connection.

Deleted: 2.88

Deleted: 2.88

Issued Date Date



REVISED

Original No. 65

RATE 544 RATE FOR ELECTRIC SERVICE RAILROAD POWER SERVICE

TO WHOM AVAILABLE

This rate is available only to existing railroads or to a non-profit commuter transportation district operating said railroads, subject to the conditions set forth in this Rate Schedule and the Company Rules. Electricity will be supplied hereunder for the operation of trains on a continuous electrified right-of-way of the Customer and the associated requirements furnished through the eight existing substations which were in service on December 31, 2007; provided, however, that electricity will not be furnished hereunder for resale.

CHARACTER OF SERVICE

The points of delivery shall be limited to the following substations as of the effective date of this Tariff; Hammond substations at Columbia and at Carroll St., Gary substation at Third and Madison, Wickliffe substation, Furnessville substation and Michigan City substations, East Port I, East Port II, and Meer Road. The Energy supplied by the Company shall be alternating current and at such voltages as currently supplied by the Company to the Customer.

If the Customer has 60 hertz electric generating equipment, other than minor standby equipment for emergency use, the Customer may parallel its 60 hertz system with the Company's 60 hertz supply. The Customer shall so regulate its use of electric Energy as not to cause excessive pulsations or fluctuations in the current or voltage in the Company's system, or be subject to termination of service.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this rate shall be measured as to Maximum Demand and Energy consumption by an IDR Meter or a Demand Indicating Meter to be installed by the Company.

RATE

Rates charged for service rendered under this Rate Schedule are based upon the measurement of electric Energy at the voltage supplied to the Customer.

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge, a Demand Charge and applicable Riders. The Customer Charge, Demand Charge and Energy Charge are as follows:

Customer Charge

\$335.00 per month

Deleted: 345

Issued Date Date



REVISED

Original No. 66

Dem	and	Ch	3007

\$15.64 per kilowatt of Maximum Demand per month

Deleted: 15.60

Energy Charge

\$0,00729 per kilowatt hour for all kilowatt hours used per month

Deleted: 00479

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Customer Charge and Demand Charge.

DETERMINATION OF DEMAND

The Customer's Demand of electric Energy supplied shall be determined for each one-hour interval of the month. The phrase "one-hour interval shall mean sixty (60) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month shall be the greatest of the following Demands:

- 1. The maximum one-hour Demand registered for the month.
- 2. Eighty percent (80%) of the highest Billing Demand established in the immediately preceding twenty three (23) months, adjusted, if the Company's obligation to serve is increased or decreased. Each time the Company's obligation to serve is increased or decreased, the highest Billing Demand established in the immediately preceding twenty three (23) months shall be adjusted by a ratio of the Company's current obligation to serve and the Company's obligation to serve in the month of the highest Billing Demand before multiplying by eighty percent (80%).

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

Issued Date Date



RATE 550 RATE FOR ELECTRIC SERVICE STREET LIGHTING

TO WHOM AVAILABLE

Available for street, highway and billboard lighting service to Customers for lighting systems located on electric supply lines of the Company which are suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

RATE OPTIONS

1. Lamp Charge: Customer-Owned Equipment Maintained by the Customer

Applicable to Customers with Customer-owned equipment maintained by the Customer.

2. Lamp Charge: Customer-Owned Equipment Maintained by the Company

Applicable to Customers with Customer-Owned equipment for the purposes of maintenance under the following rule:

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electrical Energy to the point of connection of Company's property with the lighting system of Customer.

Company shall also replace at its own cost and expense, on request of the Customer, all defective or burned-out lamps and all broken glassware of the street lighting system owned by Customer, and such replacement lamps and glassware shall be the property of Customer, but Company will not maintain at its own cost and expense any other part of the street lighting system of Customer.

Company will, where practicable, furnish necessary materials and do the work of maintaining any other part of the lighting system whenever the Customer shall by written order request Company so to do. The cost and expense of such materials and work shall be borne by the Customer.

3. Lamp Charge: Company-Owned Equipment Maintained by the Company

Applicable to Customers with Company-owned equipment maintained by the Company.

LIGHTING HOURS - OPTIONS

1. Company-Owned Systems

The lighting hours for the lighting system shall be on a "dusk to dawn" schedule which provides the lamps to be lit from sunset to sunrise each day of the year.

Formatted: Underline

Issued Date

Effective Date



2. <u>Customer-Owned Systems</u>

Dusk to Dawn

The lighting hours for the lighting system shall be on a "dusk to dawn schedule which provides the lamps to be lit from sunset to sunrise each day of the year.

Dusk to Midnight

The lighting hours for the lighting system shall be on a "dusk to midnight schedule which provides the lamps to be lit from sunset to midnight C.S.T. each day of the year.

OWNERSHIP

1. <u>Company-Owned Lighting Systems</u>

The ownership of the property comprising of street and highway lighting systems served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors and other appliances and structures, is and shall remain in the Company. The Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall erect the service lines necessary to supply electrical Energy to the point of connection with the street and highway lighting system of Customer within the limits of the public structures, public streets and highways or on private property as mutually agreed upon by Company and Customer, provided, however, that where such extension exceeds two spans Customer shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electrical Energy to the street or highway lighting system.

2. <u>Customer-Owned Lighting Systems</u>

The ownership of the property comprising of street, highway and billboard lighting systems served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors and other appliances and structures, is and shall remain in the Customer. The Company shall own the distribution transformers and required associated equipment.

Company shall erect the service lines necessary to supply electrical Energy to the point of connection with the street, highway and billboard lighting system of Customer within the limits of the public structures, public streets and highways or on private property as mutually agreed upon by Company and Customer, provided, however, that where such extension exceeds two spans Customer shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electrical Energy to the street, highway or billboard lighting system.

Deleted: ¶

All-nights
The lighting hours for the lighting system shall be on an "all night schedule which provides that lamps are to be lit from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunnise each day of the year. [

Issued Date Date



REVISED

Original No. 69

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Lamp Charge, an Energy Charge, and applicable Riders. The Lamp Charge and Energy Charge are as follows:

Lamp Charge - Per lamp per month:

Lamp Type	Company	Customer Owned-	
	Owned	Company Maintained	
175 Watt Mercury Vapor*	\$8.00 per month	n/a	
250 Watt Mercury Vapor*	n/a	\$3,30 per	 Deleted: 15
		month	
400 Watt Mercury Vapor*	\$10.50 per month		 Deleted: 9.00
100 Watt High Pressure Sodium	\$8,10 per	\$2,85 per	 Deleted: 40
	month	month	 Deleted: 60
150 Watt High Pressure Sodium	\$8 <u>,50</u> per month	n/a	 Deleted: 75
250 Watt High Pressure Sodium	\$8.80 per	\$2,95 per	 Deleted: 9.00
	month	month	Deleted: 80
400 Watt High Pressure Sodium	\$9, <u>10 per</u>	\$3.00 per	 Deleted: 00
	month	month	Deleted: 2,85

^{*}Available to existing Customers only

For Customer-Owned - Customer Maintained Lamps, the Lamp Charge shall be \$1,30 per lamp per month.

Deleted: 20

Company-Owned Equipment

Company owned monthly lamp charges apply to lights installed with a standard setup. For Customers that desire additional equipment beyond a standard setup, a non-refundable contribution will be required to be unconditionally made to the Company prior to installation equal to the difference between the installed cost and a standard set-up. A standard set up includes an appropriate sized wood pole and related equipment for the lamp type selected by the Customer.

Energy Charge

\$0,03495 per kilowatt hour for all kilowatt hours used per month

Deleted: 03379

The following tables will be utilized to calculate the monthly Energy Charge, along with the applicable Riders. These tables represent the lamp burning hours, in kWh.

Issued Date Date



REVISED

Original No. 70

Dusk to Dawn Usage Hours:

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	<u>Oct</u>	Nov	Dec	Total
Lamp Type													
100 Watt Mercury Vapor	52.9	44,7	44.3	37.9	34.8	31.5	33.5	37.3	40.7	47.1	49.9	54.0	508.7
150 Watt	24.7		71.2		27.0					7/17	32.2	2.1.0	200.1
Mercury Vapor	78.7	66.5	65.9	_56.3	51.8	46.9	49.9	<u>55.4</u>	_60.6	<u>70.1</u>	74.3	80.4	<u>756.6</u>
175 Wat													
Mercury Vapor	<u>87,0</u>	<u>73.6</u>	<u>72.9</u>	62.3	<u>57.3</u>	51.8	<u>55.2</u>	61.3	<u>67.0</u>	77.6	82.2	88.9	837.1
250 Wat													
Mercury Vapor	126.9	<u>107.4</u>	106.3	90.9	83.5	75.6	80.5	<u>89.4</u>	97.7	113.2	119.9	129.7	1,221.0
400 Watt Mercury Vapor	230,2	194.8	192.7	164.9	151.5	137.1	145.9	162.2	177.2	205.2	217.4	235.3	2.214.4
175 Watt	230,2	174.0	194.1	104.5	131,3	13/.1	143,5	102,2	1//,2	203.2	417.3	232.3	<u> </u>
Metal Halide	89.7	75.9	75.1	64.3	59.0	53.4	56.9	63.2	69.1	80.0	84.7	91.7	863.0
250 Watt	32.07				32.13				<u> </u>	****	*****		
Metal Halide	123.7	104.7	103.6	88.6	81.4	.73.7	78.4	.87. 1	95.3	110.3	116.8	126.4	1,190.1
400 Wat													
Metal Halide	189,7	160.5	158.8	135.9	124.8	113.0	120.2	133,6	146.0	169.1	179.1	193.8	1.824.5
1500 Watt Metal								400.0					
Halide	692,9	_586,2	580.0	496.3	456.0	412.7	439,2	<u>488.0</u>	<u>533,5</u>	617.6	654.2	708.1	6,664.7
55 Watt Low Pressure Sodium	35.0	29.6	29.3	25.1	23.0	20.8	22.2	24.6	26.9	31.2	33.0	35.8	336.6
90 Watt	سيرد	_22.0	4Z.3		_2,0	<u> </u>	_46444	43.0	<u> </u>	-21.6	33.0	22.0	330.0
Low Pressure Sodium	57.5	48.6	48.1	41.2	37.8	34.2	36.4	40.5	44,3	51.3	54,3	58.8	553.1
135 Wat											- Mariatin		athlifd in
Low Pressure Sodium	70,2	59.4	58.8	50.3	46.2	41.8	44.5	49.5	54.1	62.6	66.3	71.8	675.7
70 Watt													
High Pressure Sodium	43,2	36.5	36.1	30.9	28.4	25,7	27.4	30.4	33.2	38,5	40.8	44.1	415,3
100 Wat			50.0	4		27.0	40.	44.5	40.7		60.0		C00 0
High Pressure Sodium	63.3	53.6	53.0	<u>45.4</u>	41.7	37.7	_40.1	44.6	48.7	56.4	59.8	64.7	609.0
150 Watt High Pressure Sodium	85.2	72.1	71.4	61.1	56.1	50.8	54.0	60.0	65.6	76.0	80.5	87.1	819.9
200 Watt	9.2	-14:14	<u> </u>	<u> </u>	20.1	20.0	27.0		0.00		-00	-22.52	31,7.5
High Pressure Sodium	101.4	85.8	84.9	72.7	66.8	60.4	64.3	71.4	78.1	90.4	95.8	103.7	975.7
250 Want		00.0	04.7	-1416	<u> </u>	39.3	<u></u>		-19.1		22.0	105.7	2,3,1
High Pressure Sodium	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
310 Wat	***************************************												
High Pressure Sodium	163.6	138.4	136.9	117.2	107.7	<u>97.4</u>	103.7	115.2	125.9	145.8	154.5	167.2	1,573.5
400 Watt													
High Pressure Sodium	221,6	187.5	185.5	158.7	145.9	132.0	140.5	<u>156.1</u>	170.6	<u>197.6</u>	209.3	226.5	2,131,8
1000 Witt High Pressure Sodium	494.4	418.3	413.9	354,2	325.4	294.5	313.4	348.3	380.7	440.7	466.9	505.3	4,75á n
rngn rressure Sodium	494,4	416.3	413.9	334,2	323.4	234.3	313.4	348.3	360.7	940.7	400.9	303.3	4.759 D

Issued Date Date



REVISED

Original No. 71

1	Deleted:	All-Night Usage Hours:	
1	Deleted:	1	
-	(kWh)		. [2]

Issued Date Date



Dusk to Midnight Usage:

(kWh)	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total]
Lamp Type														
175 Watt														
Mercury Vapor	42.8	35.8	31.9	25.8	23.6	20.6	21.6	24.8	28.6,	34.6 _v	42.2	45.1.	377.3	Deleted: 41[3]
250 Watt				Ì										(01)
Mercury Vapor	62.5 _v	<u>52.3</u> .	46.6	37.7 _v	34,4	30.1	31.5,	36.3	41.8	50.5	61.6	65.8	551.1	Deleted: 60 [4]
400 Watt														
Mercury Vapor	112.9	94.4	84.1	68.1	62.1	54.4	56.9	65.5	75.4	91.1,	111.2	118.8	994.9	Deleted: 108 [5]
150 Watt														
High Pressure Sodium	42.0	35.1	31.3	25.4	23.1	20.2	21.2	24.4	28.1	33.9	41.4,	44.2	370.4	Deleted: 40

Unlisted Fixture Usage:

For any lamp type not listed in the usage tables above, the monthly Energy shall be calculated based on the lamp wattage with associated losses and the hours of operation based upon the table below:

Hours of Operation:

Hours of Operation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Dusk to Dawn	447.	379,	375,	321,	295,	267	284	315,	345 ₊	399,	423,	457,	4,304,	Deleted: 462 [7]
Dusk to Midnight	225	188	168	136	124	109	114	131	151	182	222	237	1.986	([1])

MINIMUM CHARGE

Original Volume No. 11

The Customer's Minimum Charge per lamp under this rate shall be the Lamp Charge, an Energy Charge and applicable Riders.

TERMS AND CONDITIONS

- The Customer shall furnish to the Company, without cost to the Company and on forms suitable to it, all rights, permits and easements necessary to permit the installation and maintenance of the Company's facilities on, over, under and across private property where and as needed by the Company in providing service hereunder.
- 2. The Company shall adjust the automatic control on each installation of Company-owned equipment to provide lighting service to the appropriate lighting hours as listed in this Rate Schedule. For Customers under maintenance schedules, lamp replacements and repairs will be made within a reasonable period of time, during regular working hours, after Customer's notification of the need for such maintenance.
- The facilities installed by the Company shall remain the property of the Company and may be removed by the Company if service is discontinued.

Issued Date Date Effective Date



REVISED

Original No. 74

RATE 555 RATE FOR ELECTRIC SERVICE TRAFFIC AND DIRECTIVE LIGHTING

TO WHOM AVAILABLE

Available to any Customer for electric Energy for non-metered traffic directive lights located on the Company's electric supply lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a voltage of approximately 115 volts two-wire, or 115-230 volts three-wire.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Service Drop Charge, an Energy Charge and applicable Riders. The Service Drop Charge and Energy Charge are as follows:

Service Drop Charge

\$16,56 per month

Deleted: 62

Energy Charge

\$0,04605 per kilowatt hour for all kilowatt hours used per month.

Deleted: 04231

The average kilowatts burning shall be determined from the indications of a suitable Demand measuring instrument and shall be taken as the average load in watts during a 15 consecutive minute interval of time. Such determination shall be taken during a period of normal operation. The measured Demand will be converted to a monthly usage in kilowatt hours based on the number of hours in the month.

MINIMUM CHARGE

The Customer's Minimum Charge per service drop under this rate shall be the Service Drop Charge, an Energy Charge and applicable Riders.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

Issued Date Date



REVISED

Original No. 76

Lamp and Equipment Charges - Per unit of equipment per month:

Lamp Type 175 Watt Mercury Vapor*	Company Owned		
175 Watt Mercury Vapor*	414		
	\$12.75 per month	1	Deleted: 13.00
400 Watt Mercury Vapor*	\$17.10 per month		Deleted: 18.25
100 Watt High Pressure Sodium		T ,	
Dusk to Dawn Fixture	\$12.90 per month	L	Deleted: 13.00
250 Watt High Pressure Sodium			
Dusk to Dawn Fixture	\$13.95 per month	L	Deleted: 14.25
400 Watt High Pressure Sodium]	
Dusk to Dawn Fixture	\$14,25 per month	L	Deleted: 15.00
150 Watt High Pressure Sodium			
Floodlight	\$14.20 per month	L	Deleted: 15.00
250 Watt High Pressure Sodium			
Floodlight	\$14.60 per month	L	Deleted: 15.00
400 Watt High Pressure Sodium			
Floodlight	\$14.85 per month	L	Deleted: 15,50
30 ft wood pole and span of secondary	\$3.35 per month		
35 ft wood pole and span of secondary	\$4.60 per month		
40 ft wood pole and span of secondary	\$6,10 per month	1	Deleted: 07
Guy and anchor set	\$1.55 per month	1	Deleted: 6
Extra span of secondary	\$1.55 per month	T }	Deleted: 3

*Available to existing Customers only

Energy Charge -

\$0,03495 per kilowatt hour for all kilowatt hours used per month for each lamp.

The following table will be utilized to calculate the monthly Energy usage per lamp, along with the applicable Riders.

Issued Date Date



Dusk to Dawn Usage

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total			
Lamp Type																
175 Watt										,						
Mercury Vapor	87.0 _*	73.6	72.9 _v	62.3	57.3	51.8	55.2	61.3	<u>67.0</u> .	77.6 _v	82.2	88.9	_837.1_		Deleted: 89	[8]
400 Watt														<u> </u>		101
Mercury Vapor	230.2	194.8	192.7	164.9	151.5	137.1	145.9	162.2 _v	177.2 _v	205,2	217.4	235.3	2,214.4,		Deleted: 234	<u>[9]</u>
100 Watt														1		
High Pressure Sodium	ì i		1]						
Dusk to Dawn Fixture	63.3	53.6	53.0	45.4	41.7	37.7.	40.1	44.6	48.7	56.4	59.8	64.7	609.0		Deleted: 66	[[10]
250 Watt														1 –		1 [10]
High Pressure Sodium																
Dusk to Dawn Fixture	135.6	114.7	113.5	97.1	89.2	80.7.	85.9	95,5 _*	104.4	120.9	128.0	138.5	1,304.1-	C	Deleted: 141	[11]
400 Watt] _		1111
High Pressure Sodium														l		
Dusk to Dawn Fixture	221.6	187.5 _~	185.5	158.7	145.9 _~	132.0	140.5	156.1	170.6	197.6.	209.3	226.5	2,131.8,		Deleted: 230	[[12]
50 Watt] _		([12])
High Pressure Sodium							,									
Floodlight	85.2	72.1 _v	71.4	61.1	56.1	50.8	54.0	60.0	65.6	76.0	80.5	87.1.	819.9		Deleted: 89	[[13]
250 Watt														1 -		(10)
High Pressure Sodium										l				l		
Floodlight	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5.	104.4	120.9	128.0	138.5	1,304.1		Deletad: 141	[[14]
400 Watt														ے ا		1141
High Pressure Sodium							l							\		
Floodlight	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8	E	Deleted: 230	[[15]

MINIMUM CHARGE

The Customer's Minimum Charge per lamp under this rate shall be the applicable Lamp and Equipment Charges, an Energy Charge and applicable Riders.

TERMS AND CONDITIONS

- The Customer shall furnish to the Company, without cost to the Company and on forms suitable to it, all rights, permits and easements necessary to permit the installation and maintenance of the Company's facilities on, over, under and across private property where and as needed by the Company in providing service hereunder.
- The facilities installed by the Company shall remain the property of the Company and may be removed by the Company if service is discontinued.
- Underground service is available, provided, that the Customer pay to the Company a sum equal to the
 estimated cost of constructing such underground service line to supply electric Energy to the outdoor
 lighting fixture.
- 4. The facilities owned by the Company in this rate apply to wood-pole mounted lighting. Customers requesting Omamental Street Lights to be installed and owned by the Company are subject to a non-refundable contribution being unconditionally made to the Company prior to such installation for each

Issued Date Date



RIDER 575 ELECTRIC SPACEHEATING RIDER TO RESIDENTIAL SERVICE

TO WHOM AVAILABLE

This Residential electric spaceheating rider is available for Residential Customers located on the Company's Distribution Lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the accompanying Company Rules.

This rider is only available to existing electric spaceheating Customers as of [Date of Order] classified as Residential Customers with permanently installed electric spaceheating equipment or a permanently installed Company accepted heat pump which operates as the primary heating /cooling device for the residence.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts three-wire, as designated by the Company.

RATE

The electric service and Energy supplied hereunder shall be billed along with the Customer Charge and Energy Charge on Rate Schedule 511. All applicable Riders and terms under Rate 511 shall be applicable under this rider.

During any Month more than half of which is within any calendar month from October to April, inclusive, the Energy rate will be modified as follows:

\$0,05716 per kWh for all use in excess of 700 kWh per month

Deleted: 05272

Issued Date Date



GENERAL TERMS AND CONDITIONS FOR PURCHASE

1. Contract

Any cogenerator or small power producer requesting service under this rate shall enter into a written contract for an initial period of not less than one year.

2. Curtailment of Purchase

The Company reserves the right to Curtail the purchase at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs, the Company reserves the right to disconnect the Qualifying Facility's electric system for four (4) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Qualifying Facility and the Company, provided forty-eight (48) hours' notification previous to the hour of cut-off is given the Qualifying Facility of such intention.

3. Additional Load

The Qualifying Facility shall notify the Company in writing of any substantial additions to or alterations in the equipment supplying electric Energy to the Company and such additions or alterations shall not be connected to the system until such notice shall have been given by the Qualifying Facility and received by the Company.

4. <u>Discontinuance of Purchase</u>

The Company shall have the right to cut off and discontinue the purchase of electric Energy and remove its metering equipment and other property when there is a violation by the Qualifying Facility of any of the terms or conditions of the contract.

5. Back-up and Maintenance Power

Back-up and maintenance power is electrical Energy and capacity provided by the Company to a Qualified Facility to replace Energy, ordinarily generated by the Qualifying Facility, during a scheduled or unscheduled outage of the Qualifying Facility. Any back-up and maintenance power taken by the Qualified Facility will be billed under an appropriate Rate Schedule.

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Qualified Facility requesting service under this rate shall enter into a written contract for an initial period of not less than three years.

Deleted: The Qualified Facility has the right to have back-up service or scheduled maintenance outages not to exceed the hours selected to a combined maximum of 1,000 hours in each consecutive contract year period. Any additional Energy taken by the Qualified Facility will be billed under an appropriate Rate Schedule.

Issued Date Date



REVISED

Original No. 93

RIDER 578 INTERCONNECTION STANDARDS

Application For Interconnection

<u>Level 1** - Certified* Inverter-Based Generation Equipment</u> 10kW or Smaller

TORW OF SMALLET	
Customer Name:	
Customer Address:	
Home/Business Phone No.: Daytime Phone No.:	
Email Address (Optional):	
Type of Facility: Solar Photovoltaic U Wind Turbine U Other (specify) Inverter Power Rating: Quantity: Total Rated "AC Output: Inverter Manufacturer and Model Number: Name of Contractor/Installer:	
Address:	
Address: Phone No.: Email Address (Optional):	Deleted: ¶
Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.	Deleted: * Certified as defined in 170 Indiana Administrative Code 4-4,3-5. ¶ ** Level 1 as defined in 170 Indiana Administrative Code 4-4,3-4(a).¶
Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Northern Indiana Public Service Company to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).	
Mail to: NIPSCO, Attn: Business Link, 801 E, 86th Avenue, Merrillville, IN 46410	
* Certified as defined in 170 Indiana Administrative Code 4-4.3-5. ** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).	
Issued Date Effective Date Date	



REVISED

Original No. 97

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement;
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above; and
- (iii) If requested by Company, Customer will install and maintain, at Customer's expense, a disconnect switch located outside and accessible by Company personnel.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Commission ("Commission"). Prior to execution of this Agreement and from time to time after execution of this Agreement, Customer agrees to provide to Company proof of such insurance upon Company's request.

With respect to the Generation Facilities and their interconnection to Company's electric system, Company and Customer, whichever is applicable, (the "Indemnifying Party") shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer's use of the Generation Facilities is subject to the Company Rules and Regulations, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

n____ Deleted: ing

Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

Issued Date Date Effective Date



REVISED

Original No. 98

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

·	CUSTOMER	
By:	By:	
Printed Name:	Printed Name:	
Title:	Title:	

Mail To: NIPSCO Attn: Business Link 801 E. 86th Avenue Merrillville, IN 46410

Issued Date Date



RIDER 578 INTERCONNECTION STANDARDS

INTERCONNECTION AGREEMENT FOR LEVEL 2 OR LEVEL 3 FACILITIES

	CONNECTION AGREEMENT ("Agreement) is made and entered into this day of ,, by and between Northern Indiana Public Service Company ("Company), and ("Customer). Company and Customer are hereinafter sometimes
referred to indiv	idually as "Party or collectively as "Parties .
	WITNESSETH:
equipment ("Ge	ustomer is installing, or has installed, generation equipment, controls, and protective relays and neration Facilities) used to interconnect and operate in parallel with Company's electric system, which ities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement,
Location:	
Location: Generator Size a	nd Type:
Generator Size a	ond Type:

2. Interconnection. Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company Rules as each may be revised from time to time with the approval of the Commission ("Commission); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised

laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation

from time to time by the Commission; and (d) all other applicable local, state, and federal codes and

Issued Date Date Effective Date
Date



Deleted: ing

Deleted: including Company Rule 6.5 Excess Facilities each as contained in Company's Retail Electric Tariff and

Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other Customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its Customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

Customer shall coordinate the location of any disconnect switch required by Company to be installed and maintained by Customer.

4. Access by Company. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce Energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s).

The Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that:

Issued Date
Date



REVISED

Original No. 101

- continued interconnection and parallel operation of the Generation Facilities with Company's (a) electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system;
- the Generation Facilities are not in compliance with the requirements of this Agreement, and (b) the non-compliance adversely affects the safety, reliability or power quality of Company's electric system: or
- the Generation Facilities interfere with the operation of Company's electric system. In non-(c) emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.
- 5. Rates and Other Charges. This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases Energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then such excess facilities be detailed in Exhibit B of this Agreement including the facilities to be added by the Company to facilitate the interconnection of the Customer's Generation Facilities and the costs of such excess facilities shall be paid by the Customer to the Company.
- 6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

Deleted: a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's Rule 6.5 contained in Companying Rules, which details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

Coverage

Limits

Comprehensive General Liability Contractual Liability **Bodily Injury** Property Damage

(To be inserted depending upon the and size of the Generation Facilities.)

At least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's

electric system, and thereafter as requested by Company. Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

NIPSCO

Attention: Corporate Insurance

Issued Date Date

